

# **MEDICATION MANAGEMENT AGREEMENT**

## **Pain Management Program Participation Agreement and Consent**

Pain may be effectively managed through the use of controlled substance medications (referred to below as “opioids”). However, even when being administered by an experienced and competent physician, opioids may be misused and abused and may result in physical dependence or addiction. Due to the possibility of misuse, abuse and addiction, opioids are closely controlled by local, state and federal governments and may be prescribed or administered only after generally accepted medical procedures have been tried and offer no relief or cure of the pain.

You must carefully read this Pain Management Program Participation Agreement and Consent (the “Agreement”). By signing this document you confirm that you are fully informed and consent to the pain management program (the “Pain Program”) prescribed by your treating pain physician (referred to below as your “Physician”), that you understand that side effects may, and often do, occur, and that you agree to follow all of the Pain Program rules, including those not specifically stated in this Agreement. Your treatment may affect other individuals. You should discuss this Agreement with your family, friends, attorney, doctor, minister or any other party you desire before deciding to participate in the Pain Program, and before indicating that decision by signing this agreement. You may sign this Agreement only after you have fully discussed the Pain Program and all known risks with your Physician; your signature on this Agreement indicates that you have so discussed the Pain Program that you have read, fully understand and agree to all of the information and terms of this Agreement.

### **1. I AM ELIGIBLE TO PARTICIPATE IN THE PAIN PROGRAM**

I am in a state of pain in which the cause of the pain cannot be removed or otherwise treated and which in the generally accepted course of medical practice no relief or cure of the cause of the pain is possible, or none has been found reasonable efforts including, but not limited to, evaluation by my attending physician and surgeon and one or more physicians and surgeons specializing in the treatment of the area of my body perceived as the source of pain.

I acknowledge that I have given Physician a complete and accurate medical history and I have been examined by Physician.

I am aware that there are many ways to relieve chronic pain, including electrical stimulation, physical therapy, biofeedback, hypnosis, nerve blocks, mental health therapy, acupuncture, and non-opioid drugs. These methods have either been unsuccessfully tried by me or are unacceptable to me as my only form of pain treatment.

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I understand that the long-term advantages and disadvantages of chronic opioid use have yet to be scientifically determined and that treatment may change throughout my time as a patient at the Pain Clinic. I understand, accept and agree that there may be unknown risks associated with the long-term use of controlled substances and that Physician will advise me as knowledge and training advances and will make appropriate treatment changes.

## **2. I UNDERSTAND AND AGREE TO FOLLOW THE PROCEDURES OF THE PAIN PROGRAM**

I understand that I will be given regular appointments at \_\_\_\_\_ (referred to in this Agreement as the "Clinic") which must be kept or rescheduled within three (3) working days. If I fail to arrange another appointment within three (3) working days or reschedule more than two (2) appointments, Physician or the Clinic may terminate me from the Pain Program.

I will take my prescription exactly as prescribed. I fully understand that I should keep a minimum of three (3) days reserve supply or opioids at all times and never exhaust my supply. I will give the Clinic a three (3) working day notice to refill my opioids. There will be no early refills for any reason and I will not call the Physician requesting refills. I fully understand that no prescriptions will be refilled if I lose or destroy any of my medication. Failure to follow the above the above or take the opioid exactly as prescribed may result in termination of my participation in the Pain Program.

I have selected and will utilize only one pharmacy to fill my prescriptions for opioids. If I change pharmacies, I will inform the Clinic within two (2) working days. I give the Clinic my consent to release my current and future medical records and to discuss my case with all selected pharmacies. My selected pharmacy is listed at the end of this Agreement.

My primary care physician is also listed at the end of this Agreement. I understand that I must maintain a relationship with my primary care physician at all times during my participation in the Pain Program. I will notify Physician within two (2) working days if I change primary care physicians. After I have reached a stable dose, the Clinic may elect to transfer the prescribing of my opioids to my primary care physician.

I agree that the Clinic may attempt to withdraw me from opioids at any time I desire at Physician's discretion and direction. I understand that withdrawal symptoms may occur. I also agree that the Clinic or Physician may refer me to a drug detoxification center.

## **3. I UNDERSTAND I MAY BECOME ADDICTED AND/OR DEPENDENT ON THE OPIOID**

Opioids produce significant side effects and long-term changes in the body in the form of physical dependence and tolerance and may also, but rarely do, cause psychological dependence (commonly referred to as "addiction").

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**A. Physical Dependence**

Physical dependence is a pharmacologic property of all opioids drugs. It means that certain typical symptoms will occur if the drug is abruptly discontinued or if an antagonist (a substance which counters opioids effects) is administered.

I understand that I will become physically dependent, and if I discontinue the opioids, I will likely suffer withdrawal symptoms which may include, among other symptoms, nausea and vomiting, pain, diarrhea, fever, seizures, flu-like symptoms, chills, headache, loss of appetite, depression, and the return of my pain.

**B. Psychological Dependence**

Psychological dependence or addiction is a psychological and behavioral syndrome. It is characterized by compulsive drug use, overwhelming interest in securing a supply, and return to drug use after drug detoxification. Addicted persons may exhibit, among other things, drug hoarding, and acquisition of drugs from multiple sources, increasing drug dosage on their own, and drug sales. There is considerable evidence that addiction is a rare outcome of opioid use by patients who participate in a pain management program supervised by a physician, at least among those with no prior history of drug abuse. However, patients who are administered a high enough dose of an opioid drug for a long enough time may, and probably will, become physically and psychologically dependent. Although addiction is rare, this very unlikely risk of psychological dependence is one that must be acknowledged and accepted by patient and Physician as part of this form of treatment.

**C. Consent to Drug Screening and Psychological Testing**

I agree to provide urine or blood samples for announced or unannounced drug screenings and am subject to psychological evaluations at the request and discretion of Physician.

**D. Waiver of Privacy Rights Regarding Opioid Usage**

I agree to waive; to the extent permitted by applicable law, any applicable privilege or right of privacy or confidentiality with respect to the prescribing of my opioid pain medication and I authorize Physician, other attending doctors, the Clinic, and the pharmacist to cooperate fully, at any time during or after the Pain Program, with any city, state, or federal law enforcement agency in the investigation of any possible misuse, sale, or other diversion of my pain medication.

I authorize Physician, other attending doctors, the Clinic, and the pharmacist to review and discuss with my immediate family members (including spouse, children, or identified caretakers) my

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participation in the Pain Program, including but not limited to opioids and treatments I am receiving as part of the Pain Program.

**4. I UNDERSTAND THAT I MAY SUFFER FROM VARIOUS SIDE EFFECTS DUE TO THE OPIOID**

I am aware of the side effects of opioids including, but not limited to constipation, difficulty with urinary voiding, nausea or vomiting, sedation, drowsiness, confusion, and itching. In addition, reflexes and breathing may be depressed. Most side effects, except constipation, diminish with time because tolerance develops. Control of constipation may be more difficult than the control of pain. Bowel maintenance should be taken seriously and treated with a “prophylactic bowel program” recommended by Physician or my attending physician.

I understand there are many other drugs other than opioids (tranquilizers, stimulants, sedatives, or alcohol) which when taken with my opioids may lead to excess drowsiness, intoxication, or overdose. I understand that either alone or combined with other drugs, such as alcohol, opioids may impair my ability to safely drive a car, operate machinery, climb stairs, walk, or perform other common activities requiring ordinary coordination and motor skills.

PREGNANCY: If I should become pregnant, I understand that my baby could be born with brain damage, physical problems and/or physical dependence on the opioids and thus experience withdrawal symptoms.

**5. I UNDERSTAND THAT I MAY BE TERMINATED FROM THE PAIN PROGRAM AT THE SOLE DISCRETION OF PHYSICIAN OR THE CLINIC.**

Due to the physically dependant nature of opioids, I agree to only obtain them through the Clinic except in an emergency. If I obtain opioids with the assistance of another clinic or physician, I will inform the Clinic or Physician within twenty four (24) hours. In this case, the Clinic and Physician reserve the right to terminate me from participation in the Pain Program.

I fully understand that I cannot loan, give, or sell my opioids to another person. If I do this, the Clinic or Physician reserves the right to terminate me from participation in the Pain Program and report me to the proper law enforcement agency.

I will not take more opioid medications than prescribed or attend the Clinic in an over-medicated state. If I do, I understand that Physician and the Clinic reserve the right to terminate me from participation in the Pain Program.

I understand that if I consume opioids in an amount above which is prescribed, sell them, give them to someone, or use another mind-altering drug not authorized by the Clinic, the Clinic and Physician

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reserve the right to refuse to prescribe additional opioids and to terminate me from participation in the Pain Program.

I understand that if I fail to comply with any of the provisions in this Agreement, the Clinic or Physician reserve the right to refuse to prescribe additional opioids and terminate me from participation in the Pain Program.

I understand that Physician may terminate me from participation in the Pain Program at Physician's sole discretion using the procedure set forth below.

In the event that Physician or the Clinic decides to terminate me from participation in the Pain Program, I agree that they may provide me, at the discretion of Physician of the Clinic, with no more than a thirty (30) day supply of my opioid (this includes any reserve supply already in my possession, for a total of a thirty (30) day supply). If I have not established a relationship with another pain physician within thirty (30) days of the termination of my relationship with the Clinic, I agree that Physician and the Clinic may cease supplying me with opioids and may refer me to a detoxification or other opioid withdrawal program.

#### **6. I UNDERSTAND THAT I MAY TERMINATE MY PRESCRIPTION IN THE PAIN PROGRAM**

I understand that I may leave the Pain Program at any time and seek treatment elsewhere. In this event, the Clinic may prescribe a one (1) week supply of my currently prescribed opioid (this includes any reserve supply already in my possession, for a total of a one (1) week supply). I also understand that I can only return to the Clinic opioid program with a physician's referral and acceptance into the program is at the sole discretion of the Clinic.

#### **PAIN CONTRACT-POLICIES AND PROCEDURES:**

- ❖ No Medication refills on Fridays.
- ❖ For Medication refills please allow 72 hours.
- ❖ There will be no early refills for any reason, per contract.
- ❖ Must have a 3-day reserve supply of opioids at all times.
- ❖ Please have Pharmacy fax your request 858-244-0152
- ❖ Please call the day after appointment for future visits.
- ❖ Please allow a 24 hour notice for appointment cancellations.
- ❖ No same day appointments.

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Clinic Name
Pharmacy Name
Address
Phone Number
Primary Care Physician
Address
Phone Number
Psychologist/Psychiatrist
Address
Phone Number

I consent to treatment and agree to comply with all requirements of the Pain Program, including those not specifically stated in the Agreement. All of my questions and concerns regarding treatment and the Pain Program have been adequately answered. If I do not follow the requirements of the Pain Program fully, the Clinic or Physician may discontinue my participation in the Pain Program and may refer me elsewhere for care. A copy of this document has been given to me.

Patient Name	
Patient Signature	Date

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